

**Statement of Material Fact**  
**“Other decisions made by the Issuer’s Board of Directors”**

1. General Information	
1.1. Full corporate name of the issuer	<i>Joint-Stock Company Centre for the Transport of Goods in Containers (TransContainer)</i>
1.2. Short corporate name of the issuer	<i>JSC TransContainer</i>
1.3. Issuer’s registered address	<i>Russian Federation, 107228, Moscow, Novoryazanskaya Street, 12</i>
1.4. Issuer’s Principal State Registration Number (OGRN)	<i>1067746341024</i>
1.5. Issuer’s Taxpayer Identification Number (INN)	<i>7708591995</i>
1.6. Issuer’s unique code assigned by the registration agency	<i>55194-E</i>
1.7. Webpage used by the issuer for disclosure of information	<a href="http://www.trcont.ru">http://www.trcont.ru</a> <a href="http://www.e-disclosure.ru/portal/company.aspx?id=11194">http://www.e-disclosure.ru/portal/company.aspx?id=11194</a>

2. Contents of the Statement
<b><i>On other decisions related to preparing, convening and holding of the Issuer’s general shareholders’ meeting</i></b>
<p>2.1. The quorum of the meeting of the Issuer’s Board of Directors: <i>11 of 11 members of the Board of Directors of JSC TransContainer participated in the meeting of the Board of Directors.</i></p> <p><i>In accordance with Article 68 of the Federal Law “On Joint-Stock Companies”, the quorum is present and the meeting of the Board of Directors of JSC TransContainer can proceed to business.</i></p> <p>2.2. The results of voting on the issues relating to making decisions:</p> <p><b><i>2.2.1. Recommendations of the Board of Directors on agenda for extraordinary General Meeting of Shareholders devoted to "Approval of interested party transactions.</i></b></p> <p><b><i>The deal 1<sup>st</sup>:</i></b></p> <p><b><i>For: 10.</i></b></p> <p><b><i>Against: none.</i></b></p> <p><b><i>Abstained: 1 (Ivanov P.A.).</i></b></p> <p><b><i>The deal 2<sup>nd</sup>-9<sup>th</sup>:</i></b></p> <p><b><i>For: 9.</i></b></p> <p><b><i>Against: none.</i></b></p> <p><b><i>Abstained: 1 (Ivanov P.A.).</i></b></p> <p><b><i>The votes of members of the Board of Directors of the Kostenets I.A., as it is a person who is interested in making the deal (Kostenets I.A. is a member of the Board of Directors of JSC "Insurance Company" ZHASO ).</i></b></p> <p><b><i>2.2.2. Concerning inclusion of candidates nominated by JSC TransContainer’s shareholders in the list of candidates for voting on the issue “On election of the Company’s Board of Directors” on the agenda of the Extraordinary General Meeting of Shareholders.</i></b></p> <p><b><i>For: 11.</i></b></p> <p><b><i>Against: none.</i></b></p> <p><b><i>Abstained: none.</i></b></p> <p><b><i>2.2.3. Concerning approval of form and contents of voting bulletins at the Extraordinary General Meeting of Shareholders of JSC TransContainer.</i></b></p>

*For: 11.*

*Against: none.*

*Abstained: none.*

**2.2.4. Concerning specifying postal address for delivery of completed bulletins.**

*For: 11.*

*Against: none.*

*Abstained: none*

2.3. Contents of the decisions made by the Issuers' Board of Directors:

2.3.1.

*To recommend to extraordinary General Meeting of Shareholders of JSC TransContainer:*

*1. To approve signing of liability insurance contract (policy) of directors, officers and companies between OJSC TransContainer and OJSC Alfa Insurance, which is an interested party transaction (according to Annex to the minutes of extraordinary General Meeting of Shareholders) on the following conditions:*

*Insurer - OJSC Alfa Insurance*

*Insurant - OJSC TransContainer*

*Subject of the Contract:*

*With taking into account all provisions of the Insurance Contract the Insurer agrees upon occurrence of any of the specified in this Declaration insured events to pay in accordance with the Insurance Contract the insurance indemnity (depending on the situation) to the corresponding Insured and/or any other person entitled to such compensation.*

**OBJECTS OF INSURANCE AND INSURED EVENTS UNDER THE INSURANCE CONTRACT**

**Insurance coverage A (p. 1.1. Policy terms) (hereinafter referred to as "Coverage A")**

*The object of insurance for Coverage A purposes with respect to insurance of liability of any Insured person for any Financial loss incurred by other persons, are the property interests of such Insured person, related to the obligation to reimburse Financial loss incurred by other persons.*

*Insured event for Coverage A purposes with respect to insurance of liability of any Insured person for any Financial loss incurred by other persons, is occurrence of the following circumstances: (a) the occurrence at any time prior to the beginning or at any time during the Effective period of insurance by any Insured person in accordance with applicable legislation/law the obligation to reimburse any Financial loss incurred by other persons in connection with any Wrong Act of the Insured person, and (b) making any Claim during Effective period of insurance against such Insured person in connection with the Financial loss of other persons, as stipulated in p. (a) above; respectively, the insured event is considered as occurred at the time of making a Claim, as stipulated in p. (b) above. The fact of occurrence of insured event should be further acknowledged by the Insurer or set by the court, arbitration court, reference tribunal or other competent body/institution. In order to avoid any doubts the Insurance Contract also covers any Financial loss, and provides payment/reimbursement upon expiration of the insurance in relation to any Insured person and/or incurred by any Insured person as a liability for Financial loss of other persons (including but not limited to cases of a decision of court, arbitration, reference tribunal or similar body/institution upon expiration of the insurance), however, in connection with any Claim brought during the Insurance Effective period.*

*The object of insurance for Coverage A purposes with respect to the insurance of any Expenses of any Insured person are property interests of the Insured person associated with incurring and/or the need for any Expenses.*

*The insured event for Coverage A purposes with respect to insurance of any Expenses of any*

*Insured person is making any Claim against such Insured person, which may lead to any Expenses of such Insured person or the necessity to bear such Expenses in connection with such Claim. Accordingly, the insured event is considered as occurred at the time of making such Claim. In order to avoid any doubts the Insurance Contract also covers any Expenses, which upon expiration of the insurance will be incurred by any Insured person, and/or if there will be a necessity to bear such Expenses by Insured person upon expiration of the insurance, however, in connection with any Claim brought during the Insurance Effective period.*

**Insurance coverage B (p. 1.2. Policy terms) (hereinafter referred to as "Coverage B")**

*The object of insurance for Coverage B purposes are the property interests of any Company associated with reimbursement by such Company of any Loss.*

*Insured event for Coverage B purposes is the bearing by any Company any costs/expenses related to reimbursement by such Company of any Financial loss to any Insured person and/or other person on behalf of any Insured person in connection with any Claim brought against any Insured Person and/or liability of any Insured person for any Financial loss incurred by other persons. In order to avoid any doubts the Insurance Contract also covers abovementioned costs/expenses, incurred by any Company upon expiration of the insurance, however, in connection with any Claim brought during the Insurance Effective period, and/or in connection with liability of any Insured person for any Financial loss of other persons, in connection with which the claim was brought during insurance Effective period.*

**Insurance coverage C (p. 1.3. Policy terms) (hereinafter referred to as "Coverage C")**

*The object of insurance for Coverage A purposes with respect to insurance of liability of any Company for any Financial loss incurred by other persons, are the property interests of such Company, related to the obligation to reimburse Financial loss incurred by other persons.*

*Insured event for Coverage A purposes with respect to insurance of liability of any Company for any Financial loss incurred by other persons, is occurrence of the following circumstances: (a) the occurrence at any time prior to the beginning or at any time during the Effective period of insurance by any Company in accordance with applicable legislation/law the obligation to reimburse any Financial loss incurred by other persons in connection with any Wrong Act of the Company, and (b) making any Claim during Effective period of insurance against such Company in connection with the Financial loss of other persons, as stipulated in p. (a) above; respectively, insured event is considered as occurred at the time of making a Claim, as stipulated in p. (b) above. The fact of occurrence of insured event should be further acknowledged by the Insurer or set by the court, arbitration court, reference tribunal or other competent body/institution. In order to avoid any doubts the Insurance Contract also covers any Financial loss that should be paid/reimbursed upon expiration of the insurance in relation to any Company, and/or any Company should reimburse/pay as a liability for Financial loss of other persons (including but not limited to cases of a decision of court, arbitration, reference tribunal or similar body/institution upon expiration of the insurance), however, in connection with any Claim on securities brought during the Insurance Effective period.*

*The object of insurance for Coverage C purposes with respect to the insurance of any Expenses of any Company are property interests of such Company associated with bearing and/or the need for bearing of any Expenses.*

*Insured event for Coverage C purposes with respect to insurance of any expenses of any Company is bringing against such Company any Claim on securities, which may result in any Expenses of such Company or necessity to bear such Expenses in connection with such Claim on securities. Accordingly, the insured event is considered as occurred at the time of making such Claim. In order to avoid any doubts the Insurance Contract also covers any Expenses, which upon expiration of the insurance Effective period will be incurred by any Company, and/or if there will be a necessity to bear such Expenses by the Company upon expiration of the insurance Effective period, however, in connection with any Claim on securities brought during the Insurance Effective period.*

*Date of commencement of the insurance period: November 07, 2013 (00:00).*

*Date of expiration of the insurance period: November 06, 2014 (23:59).*

*Detection period: 60 days automatically without payment of additional insurance premium, unless longer period is provided by the terms of the Policy.*

*1 year subject to payment of additional insurance premium in amount of 90% of total annual insurance premium.*

*3 years subject to payment of additional insurance premium in amount of 165% of total annual insurance premium.*

*6 years subject to payment of additional insurance premium in amount of 240% of total annual insurance premium.*

*Insured amount: in total for all insurance coverage and extensions except for the extension for Independent Directors – 100,000,000 U.S. dollars.*

*Incomplete property insurance: to avoid doubts, for the purposes of article 949 of the Civil Code of the Russian Federation (including any amendments and supplements) the Insurer and the Insurant hereby agree, that in any case the Insurer should pay the insurance indemnity under the Insurance Contract in full amount of the Loss incurred (or for Coverage B purposes - in full amount of incurred expenses/costs) within the Insured Amount (for Independent Directors - also taking into account additional insured amounts specified in paragraph 6 of this Declaration). Amount of the insurance indemnity does not decrease in proportion of the Insured Amount (for Independent Directors - also taking into account additional insured amounts specified in paragraph 6 of this Declaration) to the insured value of relevant property interests insured under the Insurance Contract.*

*Franchise:*

*Coverage A:*

*not applicable.*

*Coverage B:*

*With respect to the Claims filed in USA or Canada – 50,000 U.S. dollars.*

*With respect to the Claims filed in rest of the world – 50,000 U.S. dollars.*

*Coverage C:*

*With respect to the Claims on securities filed in USA or Canada – 250,000 U.S. dollars.*

*With respect to the Claims filed in rest of the world – 100,000 U.S. dollars.*

*Commencement date of continuous insurance with respect to the Insured amount up to 50,000,000 U.S. dollars (inclusive): February 20, 2009.*

*Commencement date of continuous insurance with respect to the Insured amount over 50,000,000 U.S. dollars: November 08, 2010.*

*Insurance premium: 132,700.00 U.S. dollars.*

*Insurance coverage and extensions: according to the Insurance Contract all insurance coverage and extensions stipulated by the Policy terms should be provided.*

*Insurance territory: anywhere.*

*Persons, whose risk of liability is insured by Insurance Contract, as well as beneficiaries under the Insurance Contract should be determined on the basis of provisions of the Policy terms.*

*The Insurance Contract should enter into force from the date of its signing, in accordance with paragraph 2, article 425 of the Civil Code of the Russian Federation is applied to the parties relationship, effective from November 07, 2013, and is valid until the expiration of the insurance Effective period (effective period of the Insurance Contract).*

*The insurance premium should be paid to the account of the Insurer by the Insurant within 45 days from the date of receipt of invoice by the Insurant issued by the Insurer.*

*In case of non-payment of insurance premium in the amount and within the time period set forth in this Declaration, the Insurance Contract is terminated on the day following the date specified as the expiration date for payment of insurance premium. The Insurer should notify in writing the Insurant on early termination of the Insurance Contract for the above mentioned reason.*

*In the event of early termination of the Insurance Contract for the above mentioned reason, the Insurant is obliged to pay a part of the insurance premium in proportion to the actual duration*

*period of the Insurance Contract.*

*Payment of insurance premium is carried out in roubles at the official rate of the Central Bank of the Russian Federation on the day of payment.*

*The Insurance Contract is prepared in English and Russian. In case of discrepancies between the English and Russian versions, the Russian version should prevail.*

**1.1 The Insured**

*means any Company and/or any Insured person.*

**1.2 Insured person**

*means any individual (including non-residents of the Russian Federation), which*

*(a) at any time prior to commencement of the insurance period was, and/or*

*(b) at the time of commencement of the insurance period is, and/or*

*(c) at any time during the insurance period will become any of the following:*

*(i) any Director and/or Officer of any Company; and/or*

*(ii) any person acting as a member of the committee established by decision or approved by the Board of Directors or equivalent governing body of any Company; and/or*

*(iii) any person named as the Director or Officer in any issue documents, documents on the offer of securities, listing documents, brochures and reports of any Company; and/or*

*(iv) any worker/employee of any Company:*

*(a) in connection with his/her organizational or administrative functions/powers in such Company; and/or*

*(b) in connection with any Claim for violation of labour relations; and/or*

*(c) named as a co-respondent with any Director or Officer in any Claim, which states that such worker/employee participated or assisted in the performing any Wrong Act; and/or;*

*(d) in connection with any Investigation; and/or*

*(e) in connection with any Claim on securities; and/or*

*(v) any Director of independent Company; and/or*

*(vi) any Director de facto and/or Shadow Director; and/or*

*(vii) any individual who ever had, has or will have the authority to sign the documents and/or certify, and/or make any statements (comment) on behalf of any Company; and/or*

*(viii) spouse or partner of any Insured person (as specified in paragraphs (i)-(vii) above) with respect to any Loss related to any Claim in connection with any Wrong Act of such Insured person; and/or;*

*(ix) any manager, heir, manager of the bankrupt assets/assets of estate, legal representative, assignee or executor of the deceased, of legally incapable, insolvent or bankrupt Insured person (as specified in paragraphs (i)-(vii) above) with respect to any Loss related to any Claim in connection with any Wrong Act of such Insured person.*

**2. To approve the conclusion, amendments and supplements, as well as termination of transactions on compulsory insurance of civil liability of vehicle owners between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:**

**Parties of the transaction:** OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).

**Subject of the transaction:** insurance of civil liability of owner of vehicles; changing of quantity and list of vehicles.

**Insured amount:** maximum insurance premium of such transactions - not more than 250,000,000 roubles a year.

**Insurance premium:** Maximum insurance premium of such transactions - not more than 4,000,000 roubles a year.

**3. To approve the conclusion, amendments and supplements, as well as termination of transactions on insurance of vehicle against damage, theft, between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:**

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).*

*Subject of the transaction: insurance of vehicles against damage, driving away; changing of quantity and list of vehicles.*

*Insured amount: maximum insurance premium of such transactions - not more than 100,000,000 roubles a year.*

*Insurance premium: Maximum insurance premium of such transactions - not more than 2,500,000 roubles a year.*

*4. To approve the conclusion, amendments and supplements, as well as termination of transactions on voluntary medical insurance between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:*

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC Insurance Company ZHASO (Insurer).*

*Subject of the transaction: voluntary medical insurance of the employees of OJSC TransContainer; change of number of employees of OJSC TransContainer and their personal data, change of list of medical organizations and insurance programs.*

*Insured amount: Maximum insurance premium of such transactions - not more than 13,000,000,000 roubles a year.*

*Insurance premium: Maximum insurance premium of such transactions - not more than 52,000,000 roubles a year.*

*5. To approve the conclusion, amendments and supplements, as well as termination of transactions on voluntary medical insurance of children of employees of OJSC TransContainer, between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:*

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).*

*Subject of the transaction: voluntary medical insurance of children of the employees of OJSC TransContainer; change of number of children of employees of OJSC TransContainer and their personal data, change of list of health care organizations and insurance programs.*

*Insured amount: Maximum insurance premium of such transactions - not more than 50,000,000 roubles a year.*

*Insurance premium: Maximum insurance premium of such transactions - not more than 1,150,000 roubles a year.*

*6. To approve the conclusion, amendments and supplements, as well as termination of transactions on insurance of railway rolling stock against loss (destruction) or damage as a result of any event occurred during effective period of lease agreement, between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:*

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).*

*Subject of the transaction: insurance of railway rolling stock against loss (destruction) or damage as a result of any event occurred during effective period of lease agreement.*

*Insured amount: Maximum insurance premium of such transactions - not more than 3,000,000,000 roubles a year.*

*Insurance premium: Maximum insurance premium of such transactions should not exceed 600,000 roubles a year.*

*7. To approve the conclusion, amendments and supplements, as well as termination of transactions on insurance of real estate against loss (destruction) or damage, between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:*

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).  
Subject of the transaction: insurance of real estate against loss (destruction) or damage.  
Insured amount: Maximum insurance premium of such transactions should not exceed 200,000,000 roubles a year.  
Insurance premium: Maximum insurance premium of such transactions should not exceed 300,000 roubles a year.*

*8. To approve the conclusion, amendments and supplements, as well as termination of transactions on compulsory insurance of civil liability of owner of hazardous production facility as a result of infliction of bodily harm to injured persons caused by accident or incident at hazardous production facility, between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:*

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).  
Subject of the transaction: compulsory insurance of civil liability of owner of hazardous production facility as a result of infliction of bodily harm to injured persons caused by accident or incident at hazardous production facility.  
Insured amount: Maximum insurance premium of such transactions should not exceed 600,000,000 roubles a year.  
Insurance premium: Maximum insurance premium of such transactions should not exceed 1,000,000 roubles a year.*

*8.9. To approve the conclusion, amendments and supplements, as well as termination of transactions on compulsory insurance of civil liability of owners of temporary storage warehouses/customs warehouses as a result of infliction of harm to goods of other persons or violation of other terms of storage contracts of OJSC TransContainer with other parties, between OJSC TransContainer and OJSC Insurance Company ZHASO, which are interested party transactions that may be concluded in the future on the following conditions:*

*Parties of the transaction: OJSC TransContainer (Insurant), OJSC ZHASO (Insurer).  
Subject of the transaction: compulsory insurance of civil liability of owners of temporary storage warehouses/customs warehouses as a result of infliction of harm to goods of other persons or violation of other terms of storage contracts of OJSC TransContainer with other parties.  
Insured amount: Maximum insurance premium of such transactions should not exceed 150,000,000 roubles a year.  
Insurance premium: Maximum insurance premium of such transactions should not exceed 400,000 roubles a year.*

**2.2.2.**

- 1. Anna Grigoryevna Belova;**
- 2. Stephen M. Peel;**
- 3. Aleksey Nikolayevich Grom;**
- 4. Yury Viktorovich Novozhilov;**
- 5. David Hexter;**
- 6. Petr Vasilyevich Baskakov;**
- 7. Aleksey Yuryevich Davydov;**
- 8. Pavel Dmitriyevich Ilyichyov;**
- 9. Pavel Alekseyevich Ivanov;**
- 10. Irina Sergeevna Shytkina;**
- 11. Irina Aleksandrovna Kostenets;**
- 12. Zhanar Bagdatovna Rymzhanova.**

**2.3.3.**

***Form and contents of voting bulletins at the Extraordinary General Meeting of Shareholders of JSC TransContainer (Appendix No. 4 to the Minutes of the meeting of the Board of Directors) shall be approved.***

**2.3.4.**

***Postal address for delivery of completed voting bulletins shall be: 125047, Russian Federation, Moscow, Oruzheyny Pereulok, 19, Reception Room.***

2.4. Date of holding the meeting of the Issuer's Board of Directors, during which the above mentioned decisions were made: ***September 24, 2013.***

2.5. Date of making and number of the Minutes of the meeting of the Issuer's Board of Directors during which the above mentioned decisions were made: ***Minutes of September 26, 2013 No. 3.***

**3. Signatures**

3.1. Acting Director General  
of JSC TransContainer based on the order  
dated September 16, 2013

\_\_\_\_\_  
(signature)

V. V. Chisnakov

3.2. Date: September 26, 2013

Seal